

REMARKS

In section 3 of the office action, claims 2-9 stand rejected under 35 USC 112, second paragraph, as being in definite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Applicant has amended the preamble of dependent claims 2-9 to make them consistent with the parent claim 1. Therefore, applicant respectfully requests that this rejection be withdrawn.

In section 4 of the office action, claims 1, 4, 7, 8, 9, 19, 22, and 23 stand rejected under 35 USC 102(b) as being anticipated by Hojyo et al. (6024056). Applicant's independent claims have all now been amended to make it clear that the first and second mating parts are in abutting arrangement one to the other. This amendment is made merely for clarification, because an accepted dictionary definition of the word mate is "to engage with another" (Webster's Encyclopedic Unabridged Dictionary of English Language). Therefore, it is clear from the original language of applicant's specification and from the drawings that the first and second mating parts abut one another, unlike the opposing engine block portions that are depicted by Hojyo as being separated and not mated. It doesn't matter that Hojyo teaches a single engine, as stated by the examiner. It is quite clear that the engine taught by Hojyo is a "V" configuration engine having separate and not mated portions distanced one from the other that must be joined by a seal. Therefore, Hojyo does not anticipate applicant's invention as set forth in any of the independent claims, and applicant requests that this rejection be withdrawn.

In section 5 of the office action, claims 1, 3, 4, 7, 8, 9, 19, 21, 22, and 23 stand rejected under 35 USC 102(b) as being clearly anticipated by Pruyn (1225855). Applicant's independent claims have all now been amended to make it clear that the tubular seal is expanded radially in response to pressurized fluid acting inside the seal, which causes a seal to be effected between the mating parts. This positive recitation of radial expansion distances applicant's invention from the disclosure of Pruyn, which teaches only a press fit sealing member. There is no teaching in the Pruyn disclosure that the seal expands radially and, despite the examiner's assertion, there is no indication that it has the ability to do so. Therefore, Pruyn does not anticipate applicant's invention as set forth in any of the independent claims, and applicant requests that this rejection be withdrawn.

In section 6 of the office action, claims 10, 12, 14, 15, 16, 17, and 18 stand rejected under 35 USC 103(a) as being unpatentable over Wich (4408718) in view of Kenny (959546). Applicant submits and the examiner agrees that Wich discloses a fuel injector using conventional O-ring seals to accomplish the desired sealing function. In this respect, Wich teaches away from applicant's claimed invention and suffers the problems commonly found in the prior art. Kenny teaches a sealing device for concrete pile structures that, like Pruyn, does not disclose any ability to expand radially in response to an internal pressure. Without such radial expansion, the use of a tubular seal as disclosed by Pruyn, Kenny, or any of the references relied upon by the examiner would fail to accomplish the essential purpose of applicant's invention. Therefore, there is nothing in either Wich or Kenny that would motivate one skilled in the art to combine the two disclosures in a manner that would accomplish applicant's claimed invention, and applicant respectfully requests that this rejection be withdrawn.

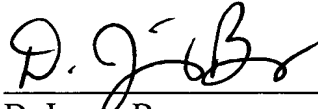
In section 7 of the office action, claims 5 and 6 stand rejected under 35 USC 103(a) as being unpatentable over Pruyn. In view of the instant amendments, claims 5 and 6 now depend from allowable claim 1 and are themselves allowable, and applicant respectfully requests that this rejection be withdrawn.

In section 8 of the office action, claims 10, 13, 16, 17, and 18 stand rejected under 35 USC 103(a) as being unpatentable over Wich in view of Kohlman (5944319). The examiner states that it would have been obvious to a person having ordinary skill in the art at the time of the invention to replace the o-ring of Wich with the seal of Kohlman to provide multiple and backup sealing services. Wich suffers the deficiencies both noted by the examiner and set forth above. Kohlman teaches a sealing member that is significantly structurally different from applicant's claimed and inventive seal. The examiner states that "Kohlman's seal is a tube 44 that fits into first mating part 12 and second mating part 14." As is clearly evident from the drawings in Kohlman, while the seal does extend into the opposing mating parts, it does not extend into the opposing bores that must be sealed between the

mating parts. It is clear from the language of applicant's claim 10 that the sealing tube claimed by applicant must fit into the first and second fluid bores, and not into some other or additional bore provided in the mating parts. Therefore, there is nothing in the disclosure of Kohlman to suggest combining it with the fuel injector of Wich, and applicant respectfully requests that this rejection be withdrawn.

Applicant believes that the instant amendments and accompanying remarks adequately distinguish applicant's claims over the art of record, and requests that the examiner enter this amendment after final and pass this case to issue. If the examiner is not prepared to issue this case as amended, applicant respectfully requests that the amendments be entered to reduce the issues subject to appeal, and that an advisory action be promptly provided to that effect.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. James Barnes', is written over a horizontal line.

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